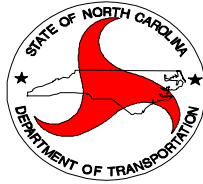


STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



DIVISION 2

# **CONTRACT PROPOSAL**

**TIP NUMBER:**  
**WBS ELEMENT:** 36059.100  
**ROUTE:** US 70  
**COUNTY:** Carteret  
**DESCRIPTION:** Rest Area Roof Replacement Rest Area/Visitor Center  
in Morehead City, North Carolina  
**BID OPENING:** Tuesday December 1, 2009 @ 10:00AM

**NOTICE:**

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOT WITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING, REGARDLESS OF FUNDING SOURCES.

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NAME OF BIDDER

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N.C. CONTRACTOR'S LICENSE NUMBER

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ADDRESS OF BIDDER

**RETURN BIDS TO:**

**N. C. DEPARTMENT OF TRANSPORTATION**  
**Attn: Gerard Mombaerts**  
**105 Pactolus Highway**  
**P O Box 1587**  
**Greenville, NC 27835-1587**

**Per items 11 - 13 of the instructions on page 2**

## **CONTENTS**

<b>Instructions to Bidders .....</b>	<b>2</b>
--------------------------------------	----------

### **Project Special Provisions - General**

Description.....	3
Contract Time and Liquidated Damages .....	3
Minority Business Enterprise and Women Business Enterprise .....	
Claims for Additional Compensation or Extension of Time .....	
Liability Insurance.....	
Worker's Compensation Insurance .....	
Bids.....	
Claims for Additional Compensation or Extension of Time .....	
Contractor Claim Submittal Form.....	
Act of God .....	

### **Standard Special Provisions**

Availability of Funds – Termination of Contracts .....	
Minimum Wages .....	

### **Contract Bid Form**

#### **Non-Collusion Affidavit**

#### **Listing of MBE & WBE Subcontractors**

# **INSTRUCTIONS TO BIDDERS**

## **PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.**

**All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.**

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. Unit prices shall be limited to two (2) decimal places.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name and signature of individual or representative submitting bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number (or Social Security Number of Individual)
  - e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION TWO ENGINEER'S OFFICE AT 105 PACTOLUS HIGHWAY, GREENVILLE, NC 27834 BY; 10:00AM Tuesday December 1, 2009**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**ATTN: Gerard Mombaerts**

**QUOTATION FOR: Rest Area Roof Replacement Rest Area/Visitor Center in  
Morehead City, North Carolina**

**TO BE OPENED 10:00 AM Tuesday December 1, 2009.**

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**NC DEPARTMENT OF TRANSPORTATION**

**ATTN: Gerard Mombaerts**

**PO BOX 1587**

**GREENVILLE, NC 27835-1587**

## **AWARD OF CONTRACT**

**The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (*excluding 102-2 and 102-11*) of the Standard Specifications for Roads and Structures 2006. The lowest responsible will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.**

**DIVISION CONTRACT**  
**PROJECT SPECIAL PROVISIONS - GENERAL**

**DESCRIPTION:**

This contract is for; **Roof Replacement Rest Area/Visitor Center in Morehead City, North Carolina. There will be mandatory pre bid meeting at the site on November 17, 2009 at 10:00AM. Only contractors who attend this meeting and have properly registered at the pre bid will be allowed to submit proposal for this project, the pre bid will start exactly at 10:00AM any firm not present at 10:00AM will not be permitted to bid on this work.**

**ALL FIRMS THAT SUBMIT (WANT TO SUBMIT) A PROPOSAL MUST BE LISTED IN THE NCDOT DATABASE AND HAVE A VENDOR NUMBER.**

**SCOPE:**

Remove and dispose of all existing roofing down to existing roof deck.

Repair / replace rotten, deteriorated and damaged roof decking, to include required blocking and replacement of dimensional lumber as required or as directed by the engineer.

Install underlayment membrane.

Install new asphalt shingle roofing, accessories, sheet metal flashing and trim.

General: The work of re-roofing shall consist of removal of existing shingles and felt, surface preparation, sheathing/decking on roof furnishing materials and installing new shingles, felt, flashing, etc., on the rest area as outlined herein.

Site Inspection: The prospective bidders are requested and encouraged to make their own investigation of the rest area site to verify existing conditions and to review the buildings, facilities, etc., to be re-roofed and work site locations/conditions, prior to submitting a quote.

**General Requirements:**

1. All work shall be in accordance with applicable local and North Carolina Building Code requirements and regulations.
2. Samples: Within 7 days after award of the contract and before any work is begun, the contractor shall submit shingle samples of the color and type to be installed for approval by the Engineer.
3. The contractor's attention is directed to the fact that the rest area facilities are open to the general public and that this work (re-roofing of service buildings and other structures) will be performed in such a manner so as to cause a minimum of inconvenience to the public using these facilities.
4. The contractor shall notify the Engineer at least two weeks in advance of the day when work will begin, so arrangements can be made to have personnel available to make necessary inspections, approve work, materials, application, etc.
5. The contractor shall use personnel who are skilled in this type of work and familiar with standard application procedures and the manufacturer's recommended methods of application.

Note: Existing rest area service building and structures existing shingles are approximately 17 years old. Roof shingles installed were Architect grade/type with fiberglass base roof shingles.

## SHINGLE REMOVAL AND DISPOSAL

General: The contractor shall remove all of the old roofing material down to the roof sheathing decking, properly dispose of all removed roof material and protect the building from rain, snow, etc. damages.

Weatherproofing Building: The contractor is responsible for weatherproofing the building from rain during his operations. The contractor shall use tarps, plastic or other suitable materials to weatherproof the building. The contractor shall be responsible for repairing any damages incurred to the building caused by water entering the building as a result of his operations.

Disposal of Roof Materials: The old shingles, felt, and other materials which are to be replaced will be removed from the site and disposed of by the contractor in accordance with all state, local, and federal laws and regulations. The old roofing and/or materials shall **not** be disposed of in the North Carolina Department of Transportation's dumpster, waste pit or on the rest area site.

Note: The Contractor shall furnish a certification to the Engineer, stating that the old shingles, felt, etc. and materials removed for repairs, etc., were disposed of in an approved landfill, showing address of disposal site and date of disposal.

## ROOF SURFACE PREPARATION

General: Some sheathing/decking under the old shingles may be damaged/rotten. The contractor will be responsible for removing all damaged/rotten material as directed by the Engineer or his representative.

Roof Sheathing/Decking/Trim Repairs - The contractor will remove the material back to the nearest rafter, in rectangular shapes to allow for proper bearing of the new sheathing. After the contractor has removed the old shingles and felt, the contractor is to request an inspection by the Engineer to determine how much of the existing roof decking, trim, if any, must be removed and replaced. All damaged/rotten or otherwise defective roofing, fascia, soffits, framing, is to be removed and replaced with new materials, same as used in original construction or as approved by the Engineer.

After repairing the old roof decking, trim, etc., the contractor will provide the Engineer with an invoice showing number of square feet of sheathing/decking replaced and location of each repair. The Engineer is to verify and approve the repairs prior to new felt, shingles, etc., being installed.

Note: The quantities listed herein for sheathing/decking removal and replacement and removal and replacement on roof trim (fascia, soffit, etc.) is an estimated quantity in order to establish a contract unit price for this work. During actual construction, the estimated quantities maybe increased, decreased or eliminated based on the needs for each structure. No adjustment is to be made in the unit price for increases and/or decreases. The Engineer is to verify and approve the repair(s) prior to beginning any roof repair.

New Roofing Installation: The Contractor is to verify the size of each roof to be replaced, type of existing shingle, roof condition, etc. The color of the shingles as outlined under General Requirements will be selected by the Engineer from samples supplied by the contractor after execution of the contract and prior to initiation of work.

The sheathing/deck will be covered with #15 saturated felt, UL-55A ASTM D226, TYPE I, with a minimum of 6" bottom laps and 2" top laps. The felt is to be 36" in width and affixed with 1" large head nails in three rows, 12" on center along the top/bottom and end overlaps, and 18" on center between overlaps.

The shingles for this project will be "architectural grade" approximately 300 pounds per square with random tabs type on mineral surfaced fiberglass/ asphalt, three tab, square butt and wind resistance type; fungus and mildew resistant with a 30 year warranty, as manufactured by Celotex, GAF, Owens-Corning, Georgia Pacific, or approved equal by the Engineer.

The shingle roofing nails will be double-dipped in molten zinc, cold formed from 11 gauge wire, and with heads not less than 7/16" diameter. Use 1" length on shingle installation and 1 1/2" length for ridge shingles. The nails shall be applied at the rate of 4 nails per shingle except in coastal areas, all coastal area installation with 100 m.p.h. wind load designs use 6 nails per shingle.

Flashing: The contractor will remove existing flashing and replace with new flashing around all vertical and horizontal intersections of exterior finish material. The flashing will be a thickness of 0.024" aluminum. Drip eaves of 24 ga. galvanized steel will be installed at all perimeter edges using roofing nails on the horizontal/ top surface 18" on-center. The contractor is to furnish and install an aluminum rain diverter over each exterior door unless protected by gutters. The rain diverter will be long enough to project a minimum of 12" past both sides of the door.

All vent pipe boots will be removed and replaced with thermoplastic, "no caulk" collars, large area base flashing shall be approved by the Engineer. Petroleum based caulks shall not be used on the collars of this material.

Roof Vent(s) Ridge: Furnish and install Ridge Roof Vents along ridges, approximately 80% of ridge, installation in accordance with manufacturer's recommendations. Furnish a shingle over type approximately one inch high, such as Shingle Over Ridge Vent by the Solar Group or approved equal.

## MAINTENANCE OF FACILITY DURING CONSTRUCTION

The contractor will be responsible for cleaning the site around the building of all excess or scrap materials as a result of his work at the end of each working day. This work will consist of, but is not limited to, removing all old shingles, nails, old boards, felt, and other material removed as a result of the demolition work, and removing all paper, rope, pallets, shingle pieces and other material as a result of the new roofing work.

The contractor shall be responsible for replacement of any shrubbery adjacent to the facility which has been damaged beyond recovery as directed by the Engineer, prior to final inspection and approval of the re-roofing work.

The site shall be left absolutely clean of all nails, paper, and shingle/ felt scraps and any other incidental materials resultant from the contractors work prior to final inspection and approval of the re-roofing work.

No additional payment for the maintenance work (cleanup, shrub replacement, etc.) as outlined herein as this work as it is considered incidental to installing the new roof.

**WORK SCHEDULE** - The Contractor shall coordinate the re-roofing work with NCDOT assigned inspector. NCDOT will not provide any project inspection or staff function on these days:

Weekends or Scheduled State Holidays

The contractor's work schedule shall be between 8:00 a.m. until 5:00 p.m. on work days.

Work days are defined as a weekday in which North Carolina Department of Transportation is open for business.

**NOTE:** The re-roofing Contractor will not be allowed to work without a NCDOT inspector.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of *Transportation Standard Specifications for Roads and Structures, July 2006*, the North Carolina Department of Transportation *Roadway Standard Drawings, July 2006*, and the current edition of the *Manual of Uniform Traffic Control Devices* (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State, and Local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the *2006 Standard Specifications*. Contractor will be responsible for all required permits.

#### **FINAL INSPECTION**

Upon completion of this project, the contractor will call for a pre-final inspection. A "punch list" of any deficiencies found will be submitted in writing to the contractor by the Engineer or his representative. Upon completion of this work, a final inspection will be called for by the contractor to the Engineer or his representative. The Engineer or his representative will set a time for the final inspection. Upon acceptance of the project, the contractor is to produce an invoice, certification on disposal of roof materials and manufacturer warranty with a copy to the inspector and submit the original invoice along with completed purchase order to NCDOT Purchasing Department.

**Note:** Any deficiencies noted during the pre-final and final inspections shall be corrected by the contractor prior to submitting his invoice and purchase order.

#### **WARRANTIES**

The contractor shall warrant in full the materials and workmanship of the roofing system against leakage and against defects due to faulty materials, workmanship for a period of two (2) years following acceptance of the project by the Engineer.

The contractor shall furnish the Manufacturer's shingle warranty with proof of purchase for this project along with his invoice and completed purchase order.

### **CONTRACT TIME AND LIQUIDATED DAMAGES:**

(7-1-95)(Rev. 12-18-07)

SP1G10

The date of availability for this contract is; **When Purchase Order is Received.**

The completion date for this contract is **Thirty Days (30) after Receipt of Purchase Order**

**A TWO YEAR (2) WARRANTY SHALL BE PROVIDED BY THE CONTRACTORS FOR LABOR, MATERIALS AND EQUIPMENT.**

**A TWENTY YEAR MANUFACTURERS WARRANTY SHALL BE SECURED BY THE CONTRACTOR FOR LABOR, MATERIAL AND EQUIPMENT ASSOCIATED WITH THE SPECIFIC SHINGLES.**

The liquidated damages for this contract are **(One Thousand) (\$1,000.00)** per calendar day.

### **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE: (PO & MUNICIPALITIES)**

(10-16-07)

SP1G68

#### **Policy**

It is the policy of the North Carolina Department of Transportation that Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) as defined in *GS 136-28.4* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by State Funds.

#### **Obligation**

The Contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, religion, color, creed, national origin, sex, handicapping condition or age in the performance of this contract. The Contractor shall comply with applicable requirements of *GS 136-28.4* in the award and administration of state funded contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

#### **Definitions**

*Commitment* - The approved MBE/WBE participation submitted by the prime contractor during the bidding process.

*Committed MBE/WBE* - Any MBE/WBE listed on the MBE/WBE commitment list approved by the Department at the time of bid submission or any MBE/WBE utilized as a replacement for a MBE/WBE firm listed on the commitment list.

*Department (DOT)*- North Carolina Department of Transportation (See Municipality)

*Municipality* – The entity letting the contract, when this provision refers to the Department or DOT, it shall mean the municipality, if applicable.

*Minority Business Enterprise (MBE)* – A firm certified as a Disadvantaged Minority-Owned Business Enterprise through the North Carolina Unified Certification Program.



*Women Business Enterprise (WBE)* – A firm certified as a Disadvantaged Women-Owned Business Enterprise through the North Carolina Unified Certification Program.

*MBE/WBE* – This term is used for convenience only. Minority Business Enterprise and Women Business Enterprise are not interchangeable terms and the goals for either or both are not interchangeable.

*Goal* - The MBE/WBE participation specified herein

*Letter of Intent* – Written documentation of the bidder/offeror's commitment to use a MBE/WBE subcontractor and confirmation from the MBE/WBE that it is participating in the contract.

*Manufacturer* - A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

*Regular Dealer* - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

*Form RS-1-D* - Form for subcontracts involving MBE/WBE subcontractors attesting to the agreed upon unit prices and extensions for the affected contract items.

*North Carolina Unified Certification Program* - A program that provides comprehensive information to applicants for certification, such that an applicant is required to apply only once for a MBE/WBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with *49 CFR Part 26*.

*Standard Specifications* – The general term comprising all directions, provisions, and requirements contained or referred to in the *North Carolina Department of Transportation Standard Specifications for Roads and Structures* and any subsequent revisions or additions to such book that are issued under the title *Supplemental Specifications*.

## **Contract Goal**

The following goals for participation by Minority Business Enterprises and Women Business Enterprises are established for this contract.

### **(A) Minority Business Enterprises 0 %**

- (1) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (2) *If the goal is zero*, the Contractor shall continue to recruit the MBEs and report the use of MBEs during the construction of the project. A good faith effort will not be required with a zero goal.

**(B) Women Business Enterprises 0 %**

- (1) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Women Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (2) *If the goal is zero*, the Contractor shall continue to recruit the WBEs and report the use of WBEs during the construction of the project. A good faith effort will not be required with a zero goal.

**Contract Requirement**

The approved MBE/WBE participation submitted by the Contractor shall be the **Contract Requirement**.

**Certified Transportation Firms Directory**

Real-time information about firms doing business with the Department and firms that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory> in the address bar of your web browser. Only firms identified as MBE/WBE certified in the Directory can be utilized to meet the contract goals.

The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the firm's capability to perform certain work.

**Listing of MBE/WBE Subcontractors in Contract**

Only those MBE/WBE firms with current certification are acceptable for listing in the bidder's submittal of MBE/WBE participation. The Contractor shall indicate the following required information:

- (A) *If the goal is more than zero* bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation on the appropriate form (or facsimile thereof) contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE/WBE participation for the contract. If the bidder has no MBE/WBE participation, he shall indicate this on the form "Listing of MBE/WBE Subcontractors" by entering the word or number zero. This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have WBE/MBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be returned to the bidder.
- (B) *If the goal is zero*, bidders at the time the bid proposal is submitted, shall enter the word "zero" or number "0" or if there is participation, add the value on the "Listing of MBE/WBE Subcontractors" (or facsimile thereof) contained elsewhere in the contract documents.

**Written Documentation – Letter of Intent**

The bidder shall submit written documentation of the bidder/offeror's commitment to use MBE/WBE subcontractors whose participation it submits to meet a contract goal and written confirmation from each MBE/WBE, listed in the proposal, indicating their participation in the contract. This documentation shall be submitted on the Department's form titled "Letter of Intent to Perform as Subcontractor". This letter

of intent form is available at: <http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>. It shall be received in the office of the Division Contract Officer no later than 12:00 PM of the sixth calendar day following opening of bids.

If the bidder fails to submit the letter of intent from each committed MBE/WBE listed in the proposal indicating their participation in the contract, the MBE/WBE participation will not count toward meeting the goal.

#### **Counting MBE/WBE Participation Toward Meeting MBE/WBE Goal of Zero or More**

- (A) If a firm is determined to be an eligible MBE/WBE firm, the total dollar value of the participation by the MBE/WBE will be counted toward the contract requirement. The total dollar value of participation by a certified MBE/WBE will be based upon the value of work actually performed by the MBE/WBE and the actual payments to MBE/WBE firms by the Contractor.
- (B) When a MBE/WBE performs as a participant in a joint venture, the Contractor may count toward its MBE/WBE goal a portion of the total value of participation with the MBE/WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE/WBE performs with its forces.
- (C)
  - (1) The Contractor may count toward its MBE/WBE goal only expenditures to MBE/WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and other relevant factors.
  - (2) A MBE/WBE may enter into subcontracts. Work that a MBE/WBE subcontracts to another MBE/WBE firm may be counted toward the contract goal. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the contract goal. If a MBE/WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, the MBE/WBE shall be presumed not to be performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department for commercially useful functions. The Department's decision on the rebuttal of this presumption will be final.
  - (3) The following factors will be used to determine if a MBE/WBE trucking firm is performing a commercially useful function.
    - (a) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting MBE/WBE goals.

- (b) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - (c) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - (d) The MBE/WBE may lease trucks from another MBE/WBE firm, including an owner-operator who is certified as a MBE/WBE. The MBE/WBE who leases trucks from another MBE/WBE receives credit for the total value of the transportation services the lessee MBE/WBE provides on the contract.
  - (e) The MBE/WBE may also lease trucks from a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who leases trucks from a non-MBE/WBE is entitled to credit for the total value of transportation services provided by non-MBE/WBE lessees not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.
  - (f) For purposes of this paragraph, a lease shall indicate that the MBE/WBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the MBE/WBE.
- (D) A contractor may count toward its MBE/WBE goals 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from MBE/WBE regular dealer and 100 percent of such expenditures to a MBE/WBE manufacturer.
- (E) A contractor may count toward its MBE/WBE goals the following expenditures to MBE/WBE firms that are not manufacturers or regular dealers:
- (1) The fees or commissions charged by a MBE/WBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
  - (2) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

### **Good Faith Effort for Projects with Goals more than Zero**

If the MBE/WBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the MBE/WBE contract goals, the apparent lowest responsive bidder shall submit to the Division Contract Officer documentation of its good faith efforts made to reach each contract goal. One

complete set and 3 copies of this information shall be received in the office of the Division Contract Officer no later than 12:00 PM of the sixth calendar day following opening of bids. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of MBE/WBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The following factors will be used to determine if the bidder has made adequate good faith effort:

- (A) Whether the bidder attended any pre-bid meetings that were scheduled by the Department to inform MBE/WBEs of subcontracting opportunities.
- (B) Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the MBE/WBEs at least 10 calendar days prior to bid opening). Whether the bidder provided written notice to all MBE/WBEs listed in the NCDOT Directory of Transportation Firms, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the MBE/WBE Directory) that the bidder will be subletting.
- (C) Whether the bidder followed up initial solicitations of interests by contacting MBE/WBEs to determine with certainty whether they were interested. If a reasonable amount of MBE/WBEs within the targeted Divisions do not provide an intent to quote or no MBE/WBEs specialize in the subcontracted areas, the bidder shall notify MBE/WBEs outside of the targeted Divisions that specialize in the subcontracted areas, and call the Business Development Manager in the NCDOT Office of Civil Rights to give notification of the bidder's inability to get MBE/WBE quotes.
- (D) Whether the bidder selected portions of the work to be performed by MBE/WBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the bidder might otherwise perform these work items with its own forces.
- (E) Whether the bidder provided interested MBE/WBEs with adequate and timely information about the plans, specifications and requirements of the contract.
- (F) Whether the bidder negotiated in good faith with interested MBE/WBEs without rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be noted in writing with a description as to why an agreement could not be reached.
- (G) Whether quotations were received from interested MBE/WBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable.
- (H) Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation.
- (I) Whether the bidder made any efforts and/or offered assistance to interested MBE/WBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.

- (J) Any other evidence that the bidder submits which show that the bidder has made reasonable good faith efforts to meet the contract goal.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department will consider allowing the bidder to combine the MBE participation as long as the MBE overall goal value of the combined projects is achieved.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department will consider allowing the bidder to combine the WBE participation as long as the WBE overall goal value of the combined projects is achieved.

If the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that can satisfy the Department that the contract goal can be met or that adequate good faith efforts have been made to meet the goal.

### **MBE/WBE Replacement**

The Contractor shall not terminate a committed MBE/WBE subcontractor for convenience or perform the work with its own forces or those of an affiliate. If the Contractor fails to demonstrate reasonable efforts to replace a committed MBE/WBE firm that does not perform as intended with another committed MBE/WBE firm or completes the work with its own forces without the Engineer's approval, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of committed MBE/WBE.

#### **(A) Performance Related Replacement**

When a MBE/WBE is terminated or fails to complete its work on the contract for any reason, the Contractor shall take all necessary, reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work as the MBE/WBE that was terminated. The Contractor is encouraged to first attempt to find another MBE/WBE firm to do the same work as the MBE/WBE that was being terminated.

To demonstrate necessary, reasonable good faith efforts, the Contractor shall document the steps they have taken to replace any MBE/WBE subcontractor who is unable to perform successfully with another MBE/WBE subcontractor. Such documentation shall include but not be limited to the following:

- (1) Copies of written notification to MBE/WBEs that their interest is solicited in subcontracting the work defaulted by the previous MBE/WBE subcontractor or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBE/WBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of MBE/WBEs who were contacted.

- (b) A description of the information provided to MBE/WBEs regarding the plans and specifications for portions of the work to be performed.
- (3) For each MBE/WBE contacted but rejected as unqualified, the reasons for the Contractor's conclusion.
- (4) Efforts made to assist the MBE/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

**(B) Decertification Replacement**

- (1) When a committed MBE/WBE is decertified by the Department after a Request for Subcontract has been received by the Department, the Department will not require the Prime Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract requirement.
- (2) When a committed MBE/WBE is decertified prior to the Department receiving a Request for Subcontract for the named MBE/WBE firm, the Prime Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work to meet the contract goal or demonstrate that it has made a good faith effort to do so.

**Changes in the Work**

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed MBE/WBE, the Contractor will not be required to seek additional participation. When the Engineer makes changes that result in additional work to be performed by a MBE/WBE based upon the Contractor's commitment, the MBE/WBE shall participate in additional work to the same extent as the MBE/WBE participated in the original contract work.

When the Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by MBE/WBEs unless otherwise approved by the Engineer.

When the Engineer makes changes that result in an alteration of plans or details of construction and a portion or all of work had been expected to be performed by a committed MBE/WBE, the Contractor shall seek participation by MBE/WBEs unless otherwise approved by the Engineer.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a MBE/WBE, the Contractor shall seek additional participation by MBE/WBEs equal to the reduced MBE/WBE participation caused by the changes.

**Reports**

All requests for subcontracts involving MBE/WBE subcontractors shall be accompanied by a certification executed by both the Prime Contractor and the MBE/WBE subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This information shall be submitted on the Department Form RS-1-D, located at: <http://www.ncdot.org/doh/forms/files/FORMRS-1-D.doc> unless otherwise approved by the Engineer. The Department reserves the right to require copies of actual subcontract agreements involving MBE/WBE subcontractors.

Within 30 calendar days of entering an agreement with a MBE/WBE for materials, supplies or services, not otherwise documented by a Request for Subcontract as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation should also indicate the percentage (60% or 100%) of expenditures claimed for MBE/WBE credit.

All certifications will be considered a part of the project records, and consequently will be subject to penalties under State Law associated with falsifications of records related to projects.

### **Commitment**

MBE/WBE firms submitted with the Letter of Intent to participate in the work shall be used unless otherwise approved by the Department. Provisions for replacement of MBE/WBE firms are included in this provision.

### **Reporting MBE/WBE Participation**

- (A) The Contractor shall provide the Engineer with an accounting of payments made to MBE/WBE firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:
  - (1) Withholding of money due in the next partial pay estimate; or
  - (2) Removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list.
- (B) The Contractor shall report the accounting of payments on the Department's MBE/WBE Subcontractor Payment Information Form DBE-IS, which is available at <http://www.ncdot.org/doh/forms/files/DBE-IS.xls>. This shall be reported to the Engineer.
- (C) Contractors reporting transportation services provided by non-MBE/WBE lessees shall evaluate the value of services provided during the month of the reporting period only.

Prior to payment of the final estimate, the Contractor shall furnish an accounting of total payment to each MBE/WBE. A responsible fiscal officer of the payee contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to MBE/WBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Because NCDOT funding is being used to fund this project, failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding on any NCDOT funded projects until the required information is submitted.

Because NCDOT funding is being used to fund this project, failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that



contractor and any affiliate companies from further working on any State or Federally funded projects until the required information is submitted.

### **Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Article 102-16(J) of the *Standard Specifications* may be cause to disqualify the Contractor.

### **LIABILITY INSURANCE:**

(11-18-08)

SP1 G80

**Page 1-68, Article 107-16 is amended to include the following as the first, second, third and fourth paragraphs:**

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of **\$5,000,000.00** per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

### **WORKER'S COMPENSATION INSURANCE:**

Pursuant to N.C.G.S. § 97-19, all contractors of the Department of Transportation are required, prior to beginning services, to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors stating that it has complied with N.C.G.S. § 97-93 irrespective of whether subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and

subcontractors shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of and in the course of performance of the work insured by the subcontractor.

**BIDS:**

In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds \$1,200,000.00, the bid will not be considered for award.

**PAYMENT:**

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the *Standard Specifications*. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period.

Request for payment shall be made by Contractor's Invoice submitted to:

**North Carolina Department of Transportation  
Attention: John Wells  
1722 N. Memorial Drive  
Greenville North Carolina, 27835**

All invoice items and unit costs shall correspond to contract pay items. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the Contractor for correction.

Form DBS-IS must be included with all requests for payment in order for that request to be processed. Information included on this form shall reflect actual payments made to DBE/MBE/WBE firms. It is available for download at <http://www.ncdot.org/doh/forms/files/DBE-IS.xls>. A responsible fiscal officer of the payee firm who can attest to the date and amounts of the payments shall certify that the accounting is correct. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

**CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME:**

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty (30) days shall be a bar to recovery.

**CONTRACTOR CLAIM SUBMITTAL FORM:**

(9-16-08)

SP1G140

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or [http://ncdot.org/doh/operations/dp\\_chief\\_eng/constructionunit/formsmanuals/](http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/).

**ACT OF GOD:**

(12-19-06)

SP 1 G151

Revise the 2006 *Standard Specifications* as follows:

Page 1-69, 107-18 Contractor's Responsibility for Work, in the first paragraph, last sentence, replace the word *legally* with the word ***contractually***.

**STANDARD SPECIAL PROVISION**

**AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)

Z-2

*General Statute 143C-6-11. (h) Highway Appropriation* is hereby incorporated verbatim in this contract as follows:

- (h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11*©. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated July 1, 2006.

## **STANDARD SPECIAL PROVISION**

### **ERRATA**

(11-18-08)

Z-4

Revise the *Standard Specifications for Roads and Structures July 2006* on all projects as follows:

#### **Division 1**

Page 1-1, replace AREA - American Railway Engineering Association with ***American Railway Engineering and Maintenance of Way Association***.

Page 1-7, remove –L- in middle of page after INVITATION TO BID and before LABORATORY.

Page 1-25, 102-16(R), move 2nd paragraph to left margin. It is not a part of this subarticle, but part of the entire article.

#### **Division 2**

Page 2-9, Subarticle 225-1(C), 1<sup>st</sup> paragraph, 2<sup>nd</sup> line, last word, add a “d” to make the word grade become ***graded***.

Page 2-15, Subarticle 226-3, 5th paragraph, first line, replace the word *in* with the word ***is***.

Page 2-23, Subarticle 235-4(B)(9), at the end of the sentence, replace finished greater with finished ***grade***.

Page 2-28, Article 260-3, First paragraph, second line, remove the word *foot*.

#### **Division 3**

Page 3-13, Article 340-4, Second paragraph, change Flowable Backfill to Flowable ***Fill***

#### **Division 4**

Page 4-29, Article 420-13(A) Description, change reference from Section 1082 to ***Article 1081-6***.

Page 4-70, Article 442-13(B) Second sentence, change SSPC Guide 6I to SSPC Guide ***6***.

Pages 4-72, 4-74, 4-76, at the top of the page, substitute the heading Section 452 with Section ***450***.

Page 4-79, at the top of the page, substitute the heading Section 450 with Section ***452***

Page 4-80, change 452-7 to 452-***6*** at the top of the page.

Page 4-80, change Pay Item \_\_\_\_Steel Pile Retaining Walls, to ***Sheet*** Pile Retaining Walls.

Page 4-88, 462-4, Title, Replace last word Measurement with the word ***PAYMENT***

#### **Division 5**

Page 5-8, Article 501-15 Measurement and Payment, delete the 4th paragraph that begins The quantity of lime, measured as provided ...

#### **Division 6**

Page 6-3, Article 600-9, 2nd Paragraph on this page, replace 818-5 with 818-***4***.

Pages 6-30 and 31, Subarticle 610-3(A)(13) Move 2 paragraphs from the margin to the right under the number (13).

Page 6-43, Article 610-8, 4th paragraph, remove the first ***the***

Page 6-44, 2nd full paragraph, 1<sup>st</sup> sentence, delete the first **and** and add **transverse** just before cross-slope control.

Page 6-51, at the top of the page, add **610-14** on the same line, and just before the heading MAINTENANCE.

Page 6-53, Article 620-4 sixth paragraph, second line; the word that should be **which**.

Page 6-66, title, Replace EXISTNG with **EXISTING**

Page 6-66, Article 657-1, Description, first sentence, replace PS/AR (hot-poured rubber asphalt with **hot applied joint sealer**.

Page 6-66, Article 657-2, replace PS/AR (Hot-Poured Rubber Asphalt with the following:

Item	Section
<b>Hot Applied Joint Sealer</b>	<b>1028-2</b>

Page 6-67, at the top of the page, substitute the heading Section 654 with Section **657**.

Page 6-67, Article 657-3 Construction Methods, 2nd paragraph, replace PS/AR sealant with **hot applied joint sealer**.

Page 6-71, 660-9(B)(1), Replace the first sentence of the first paragraph with the following:

**Using the quantities shown in Table 660-1, apply asphalt material to the existing surface followed by an application of No. 78 M or lightweight aggregate.**

Page 6-89; Add a period at the end of the last sentence at the bottom of the page.

Page 6-90, Article 663-5, first paragraph, first sentence, change 50oF to **50°F**; third paragraph, fourth sentence change 325oF to **325°F**.

#### **Division 7**

Page 7-12, at the top of the page, substitute the heading Section 710 with Section **700**.

Page 7-15, Article 710-9, 4th paragraph, last line, change 710-11(B) to 710-10(B).

#### **Division 8**

Page 8-13, Article 808-3, 4th Paragraph, third line, replace Eexcavation with **Excavation**

Page 8-35, Article 848-2, Item: Replace Cncrete with **Concrete**

#### **Division 9**

Page 9-2, add **901-3** just before CONSTRUCTION METHODS

#### **Division 10**

Page 10-12, near bottom of page add **(C)** before Proportioning and Mixing of Modified Compositions, which should be bold type.

Page 10-28, at the top of the page, substitute Section 1006 for 1005.

Page 10-54, Subarticle 1018-2A), First line, substitute **(B)** for II, third line, substitute **(B)(2)** for II-b.

Pages 10-56, 10-58, 10-60 at the top of the page, substitute Section 1018 with Section **1020**.

Page 10-84, Table 1042-1, Class 2, Maximum, change from 23r to **23**.

Page 10-84, Article 1042-2 Testing, last sentence, replace the word alterations with the word **cycles**.

Page 10-100, Table 1056-1, replace on the line for Trapezoidal Tear Strength:

Type 1	Type 2	Type 3		Type 4
		Class A	Class B	Soil Stabilization
<b>45 lb</b>	<b>75 lb</b>	--	--	<b>75 lb</b>

Page 10-116, Subarticle 1070-10, first paragraph, second sentence, add ***or*** just before cold-forged sleeve.

Pages 10-136 through 10-147, at the top of the page, substitute Section 1074 with Section **1072**.

Page 10-157, Article 1077-11, first paragraph, change the reference from Subarticle 420-18(B) to Subarticle 420-**17**(B).

Page 10-200, Subarticle 1080-14(B), change reference to ASTM D335**9**

Page 10-211, at the top of the page, substitute Section 1081 with Section **1082**.

Page 10-229, add **1088-6 BLANK** on the line above 1088-7 TUBULAR MARKERS.

Page 10-244, add **1089-10 BLANK** and **1089-11 BLANK** on the lines just above 1089-12 FLAGGER.

Page 10-272, delete Article 1098-6 in its entirety. Renumber Articles 1098-7 through 1098-17 as Articles 1098-6 through 1098-16 consecutively.

#### Division 12

Page 12-21 Add **1266-2** just before the heading MATERIALS.

#### Division 14

Page 14-33, Article 1413-6, first paragraph, first sentence, first line, replace made with ***paid for***.

#### Division 15

Page 15-2 add **1500-4** just before the heading WEEKEND, NIGHT AND HOLIDAY WORK.

Page 15-4, Subarticle 1505-3(A)(2), replace the 2nd line with the following: ***Provide shielding or shoring as required under Section 150 or as required elsewhere in the contract.***

Page 15-5, add **1505-6** on the same line and just before the heading MEASUREMENT AND PAYMENT. (Remove the period after PAYMENT.)

Page 15-6, Article 1505-6(3), delete *in Section 1175* and replace it with *elsewhere in the contract*.

Page 15-8, add **1510-4** on the same line and just before the heading MEASUREMENT AND PAYMENT.

Page 15-10, substitute **BLANK** for CONSTRUCTION REQUIREMENTS on the same line and just before 1515-4.

Page 15-10, substitute **CONSTRUCTION REQUIREMENTS** for General Requirements

Page 15-10, Article 1515-4, add **(D)** just before the bolded Fire Hydrants.

Page 15-13, Article 1520-3, 8th paragraph, add ***pipe*** after diameter.

Page 15-22, add **1540-3** on the same line and just before the heading CONSTRUCTION REQUIREMENTS.

Page 15-28, Replace 1550-6 METHOD OF MEASUREMENT with ***MEASUREMENT AND PAYMENT***.

#### Division 16

Page 16-12, Subarticle 1632-1(C) ¼ Inch hardware cloth, change the minimum width from 24 inches to 48 inches.

**Division 17**

Page 17-19, Subarticle 1725-2 Material, Second paragraph, change Article 1098-7 to 1098-8

Page 17-20, Subarticle 1726-2 Material, Second paragraph, change Article 1098-8 to 1098-9

**END**

## **STANDARD SPECIAL PROVISION**

### **MINIMUM WAGES**

(7-21-09)

Z-5

**FEDERAL:** The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

**STATE:** The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.



# North Carolina Department of Transportation

## BID FORM

WBS ELEMENT: 36059.100  
COUNTY: Carteret  
DESCRIPTION: Replace Roof on Rest Area / Visitor Center in Morehead City.  
BID OPENING: December 1, 2009 10:00

ITEM	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	DIV 1	MOBILIZATION	1	L/S		
2	DIV 6	TEAR OFF & DISPOSAL	1	L/S		
3	DIV 6	REPLACE DECKING	8	EA		
4	DIV 7	ROOF FLASHING	1	L/S		
5	DIV 7	ROOFING, MATERIALS	1	L/S		
6	DIV 7	ROOFING LABOR	1	L/S		
7	DIV 6	50 BOARD FOOT DIMENSIONAL LUMBER TO MATCH EXISTING INCLUDED LABOR & MATERIALS	50	B/F		

***TOTAL BID FOR PROJECT:*** \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

Federal Identification Number \_\_\_\_\_ Contractors License Number \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### THIS SECTION TO BE COMPLETED BY NC DEPARTMENT OF TRANSPORTATION

*This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2006.*

*Reviewed by* \_\_\_\_\_ *(date)*

*Accepted by NCDOT* \_\_\_\_\_ *Division Engineer* \_\_\_\_\_ *(date)*

# NON-COLLUSION AFFADAVIT

(To be Executed and Returned with Quotation)

The person executing this bid solemnly swears (or affirms) that neither he, nor any official, agent, or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid.

**NAME OF CONTRACTOR** \_\_\_\_\_

**SIGNATURE OF CONTRACTOR** \_\_\_\_\_

***NOTE - AFFIDAVIT MUST BE NOTARIZED***

Subscribed and sworn to me, this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
(SIGNATURE OF NOTARY PUBLIC)

Of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

[illegible]

**Contract No.** \_\_\_\_\_ **County** \_\_\_\_\_ **Firm** \_\_\_\_\_

**Bidders with no MBE and/or WBE participation must so indicate this on the form by entering the word or number *zero*.**

## LISTING OF MBE & WBE SUBCONTRACTORS

Sheet \_\_\_\_\_ of \_\_\_\_\_

FIRM NAME AND ADDRESS	MBE or WBE	ITEM NO.	ITEM DESCRIPTION	* AGREED UPON UNIT PRICE	** DOLLAR VOLUME OF ITEM

\* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE and/or WBE subcontractor, and these prices will be used to determine the percentage of the MBE and/or WBE participation in the contract.

\*\* Must have entry even if figure to be entered is zero.

\*\* Dollar Volume of MBE Subcontractor   \$ \_\_\_\_\_

MBE Percentage of Total Contract Bid Price   \_\_\_\_\_ %

\*\* Dollar Volume of WBE Subcontractor   \$ \_\_\_\_\_

WBE Percentage of Total Contract Bid Price   \_\_\_\_\_ %

**This form must be completed in order for the Bid to be considered responsive and be publicly read.**

**Bidders with no MBE and/or WBE participation must so indicate this on the form by entering the word or number *zero*.**